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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/827,431	04/06/2001	Imaddin Othman Albazz	CA920000034US1	6091

7590                    10/01/2003

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[REDACTED] EXAMINER

ELISCA, PIERRE E

ART UNIT	PAPER NUMBER
3621	

DATE MAILED: 10/01/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

Application No. <b>09/827,431</b>	Applicant(s) <b>Imaddin, Othman Albazz et al.</b>
Examiner <b>Pierre E. Elisca</b>	Art Unit <b>3621</b>



-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE THREE MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (e). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1)  Responsive to communication(s) filed on 04/06/2001
- 2a)  This action is FINAL.      2b)  This action is non-final.
- 3)  Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.
- Disposition of Claims
- 4)  Claim(s) 1-48 is/are pending in the application.
- 4a) Of the above, claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5)  Claim(s) \_\_\_\_\_ is/are allowed.
- 6)  Claim(s) 1-48 is/are rejected.
- 7)  Claim(s) \_\_\_\_\_ is/are objected to.
- 8)  Claims \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9)  The specification is objected to by the Examiner.
- 10)  The drawing(s) filed on \_\_\_\_\_ is/are a)  accepted or b)  objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11)  The proposed drawing correction filed on \_\_\_\_\_ is: a)  approved b)  disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12)  The oath or declaration is objected to by the Examiner.

### Priority under 35 U.S.C. §§ 119 and 120

- 13)  Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a)  All b)  Some\* c)  None of:  
1.  Certified copies of the priority documents have been received.  
2.  Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3.  Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\*See the attached detailed Office action for a list of the certified copies not received.

- 14)  Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).  
a)  The translation of the foreign language provisional application has been received.
- 15)  Acknowledgement is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

### Attachment(s)

- 1)  Notice of References Cited (PTO-892)
- 2)  Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3)  Information Disclosure Statement(s) (PTO-1449) Paper No(s). \_\_\_\_\_
- 4)  Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 5)  Notice of Informal Patent Application (PTO-152)
- 6)  Other: \_\_\_\_\_

**Art Unit: 3621**



**Examiner Pierre Eddy Elisca**  
**United States Department of Commerce**  
**Patent and Trademark Office**  
**Washington, D.C. 20231**

**DETAILED ACTION**

1. This Office action is in response to Application No. 09/827,431, filed on 04/06/2001.
2. Claims 1-48 are pending.

***Claim Rejections - 35 USC § 102***

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless --

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371© of this title before the invention thereof by the applicant for patent.

4. Claims 1-48 are rejected under 35 U.S.C. 103(a) as being anticipated by Shkedy (U.S. Pat. No. 6,260,024).

**Art Unit: 3621**

As per claims 1, 2, 3, 5, 20-22, 24, 26-32, 34, 36-41, 43, and 45-48 Shkedy discloses a global bilateral buyer-driven system for creating binding contracts by incorporating various methods of communication, commerce and security for the buyers and the sellers, comprising:

a computer for storing at least one compilation of business rules comprising a plurality of rules available to selected for inclusion in the contract (see., abstract, col 3, lines 39-57, specifically wherein it is stated that buyers and sellers purchase requirements or plurality of rules);

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (see., abstract, figs 2 and 3, col 2, lines 1-9, col 5, lines 32-67, specifically binding agreement or terms and conditions);

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (see., col 5, lines 7-60, fig 5, specifically binding agreement or terms and conditions);

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (see., col 7, lines 26-42, specifically pre-negotiate a supply contract with a major supplier).

As per claims 4, 23, 33, and 42 Shkedy discloses the claimed limitations wherein the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer (see., abstract, col 7, lines 26-42).

**Art Unit: 3621**

As per claims 6, 25, 35, and 44 Shkedy discloses the claimed limitation wherein the contract is locked by the implementation of digital signature (see., figs 2, 12, and 14, specifically signature keys, col 47-67).

As per claims 7-9, 11, and 13-19 Shkedy discloses the claimed method of a global bilateral buyer-driven system for creating binding contracts by incorporating various methods of communication, commerce and security for the buyers and the sellers, comprising:

storing at least one compilation of business rules comprising a plurality of rules available to selected for inclusion in the contract (see., abstract, col 3, lines 39-57, specifically wherein it is stated that buyers and sellers purchase requirements or plurality of rules);

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules (see., abstract, figs 2 and 3, col 2, lines 1-9, col 5, lines 32-67, specifically binding agreement or terms and conditions);

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (see., col 5, lines 7-60, fig 5, specifically binding agreement or terms and conditions);

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (see., col 7, lines 26-42, specifically pre-negotiate a supply contract with a major supplier).

**Art Unit: 3621**

As per claim 10, Shkedy discloses the claimed method wherein the contract comprises dynamic elements which can be unilaterally altered by either the seller or the buyer (see., abstract, col 7, lines 26-42).

As per claim 12, Shkedy discloses the claimed method wherein the contract is locked by the implementation of digital signature (see., figs 2, 12, and 14, specifically signature keys, col 47-67).

***Conclusion***

5. Any inquiry concerning this communication from the examiner should be directed to Pierre Eddy Elisca at (703) 305-3987. The examiner can normally be reached on Tuesday to Friday from 6:30AM. to 5:00PM.

If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, James Trammell can be reached on (703) 305-9768.

**Any response to this action should be mailed to:**

Commissioner of patents and Trademarks

Washington, D.C. 20231

The Official Fax Number For TC-3600 is:

**(703) 305-7687**

**Serial Number: 09/827,431**

**Page 6**

**Art Unit: 3621**



Pierre Eddy Elisca

Patent Examiner

**September 23, 2003**